

STATE OF MICHIGAN

Lansing

MICHAEL R. DEVOS

REQUEST FOR PROPOSALS

DATE OF ISSUE: October 8, 2007

TO: Potential Providers of Services

RE: Request for Proposals for MSHDA's 2008 Update to the Analysis of Impediments

to Fair Housing Choice in Michigan's CDBG Non-entitled Communities

I. INTRODUCTION

Michigan State Housing Development Authority (MSHDA or the Authority) receives funding from HUD through the Consolidated Planning process which requires certification by MSHDA (24 CFR 91) that it Affirmatively Furthers Fair Housing (AFFH) in its distribution of federal funds to CDBG non-entitled communities.

The Consolidated Plan regulations specify that the AFFH certification requires that MSHDA engage in fair housing planning by conducting an analysis to identify impediments to fair housing choice in its jurisdiction; taking appropriate actions to overcome the effects of identified impediments; and maintaining records to document the analysis and the actions taken. Regular updates to the Analysis of Impediments are expected with each Consolidated Plan and HUD has requested an update to MSHDA's Analysis of Impediments as soon as an update can reasonably be completed.

II. SERVICES SOUGHT BY AUTHORITY

The Authority is seeking an individual or firm that is authorized to do business in Michigan to update MSHDA's Analysis of Impediments to Fair Housing Choice dated October 1, 1998. A detailed description of the work is described in the Scope of Work, which is attached as Exhibit A to this Request for Proposals.

III. REQUIRED QUALIFICATIONS

The Authority has identified the following qualifications that it believes are necessary for the successful performance and completion of the services described in the Scope of Work. The prospective contractor ("Prospective Contractor") must:

- **A.** Have experience providing the services described in the Scope of Work or similar services.
- **B.** Assign experienced personnel to perform the services or have personnel supervised by experienced staff.
- **C.** Have the following certifications **or** have assigned personnel with the following certifications:





Be a Michigan entity (limited partnership, limited liability company, for profit corporation or non-profit corporation), a firm that is authorized to do business in the State of Michigan, or a division or office of a Michigan municipality. The Prospective Contractor will be required to submit:

- A Certificate of Status issued by the Corporations and Securities Bureau of the Michigan Department of Labor & Economic Growth; and
- Evidence of 501(c)(3) status, if applicable.
- **D.** Have an office in the State of Michigan.
- E. Have phone, internet, and e-mail access. Internet and e-mail access must be adequate enough to allow Prospective Contractor to download and upload data and files and receive files and attachments from Authority staff.
- **F.** Agree to satisfy the following requirement prior to the execution of the contract with the Authority:

Maintain and provide evidence, satisfactory to the Authority, of Worker's Compensation Insurance (if required under state law). The policy of insurance must include a listing of the States where that policy's coverage is applicable.

G. Agree to execute a contract acceptable to the Director of Legal Affairs. For purposes of illustration only, a draft of the proposed contract is attached as Exhibit B.

IV. SUBMITTING PROPOSAL

Firms wishing to submit proposals must submit one (1) original and three (3) copies of a proposal to provide the services described in the Scope of Work (Exhibit A). Submitted proposals must respond to and address the questions listed in the Proposal Instructions and Selection Criteria (Exhibit C).

The due date for the Authority's receipt of the proposals responding to this Request for Proposal ("RFP") is **December 10, 2007 at 4 p.m.**

The Authority shall not be liable for any costs that a firm or individual may incur while preparing a proposal. The Authority shall not be liable for any costs that a firm or individual may incur prior to the complete execution of a contract. If the Authority enters into a contract, the Authority's consideration (payment) shall be limited to the term of the contract.

V. COMMUNICATIONS WITH AUTHORITY STAFF PRIOR TO SELECTION OF PROPOSAL

Any questions, raised by Providers concerning the RFP may be submitted, in writing, via mail, email or fax, using the subject line to the attention of:

Carolyn Cunningham MSHDA 735 E. Michigan Avenue PO Box 30044 Lansing, MI 48909 517-335-4661 517-241-6672 fax cunninghamc@michigan.gov To ensure a fair and impartial process, Authority staff will not address non-written questions concerning the RFP. Phone calls involving the RFP or related questions will not be accepted. Firms submitting bids shall not contact any Authority staff or Board members except Carolyn Cunningham. <u>All</u> communications with Carolyn Cunningham must be received in writing by November 1, 2007.

MSHDA will answer appropriate questions received in a timely manner (e.g., information not covered/answered in the RFP, interpretation issues, etc.) by email to all Providers on or before **November 12, 2007.** MSHDA will hold no other question sessions or bidders conferences.

If, prior to the proposal deadline, the Authority deems it necessary to provide additional clarifying information, or to revise any part of the RFP, supplements or revisions will be provided to all recipients of the RFP who have indicated they will submit a proposal. Proposals will then be evaluated based on the terms and conditions of the RFP, any supplements or revisions thereof, and the answers to any written questions.

VI. SELECTION OF PROPOSAL

The Authority's Office of Community Development will complete its evaluation of proposals by <u>December</u> <u>31, 2007</u> and select the proposal based on Selection Criteria set forth in the Proposal Instruction and Selection Criteria (Exhibit C).

VII. PROCESSING REQUIRED FORMS AND CONTRACT EXECUTION

The required forms will be submitted to Civil Service for approval, **prior** to Board approval. After Civil Service approval and MSHDA Board approval, a contract will be forwarded to the firm ("Selected Firm") that submitted the selected proposal with instructions to execute and return three copies. Upon receiving the executed copies, the Office of Legal Affairs will submit the executed copies to a duly authorized Authority signatory for execution on behalf of the Authority.

VIII. MICHIGAN FREEDOM OF INFORMATION ACT

Documents submitted to the Authority shall be subject to the Michigan Freedom of Information Act ("FOIA"). In the event a request for submitted documents is made to the Authority, the Authority's FOIA Coordinator will redact or withhold information and/or documents that are exempt from disclosure under FOIA. See MCL 15.243. Please note that any requests by non-MSHDA personnel to review proposals will be denied until the deadline for submission of the bids has expired. See MCL 15.243(1)(j).



JENNIFER M. GRANHOLM MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY

MICHAEL R. DEVOS

EXHIBIT A

SCOPE OF WORK

I. OVERVIEW AND FEDERAL REGULATORY BACKGROUND

The Michigan State Housing Development Authority ("Authority") is seeking an individual/firm to update MSHDA's Analysis of Impediments to Fair Housing choice in Michigan's CDBG non-entitled communities.

The Michigan State Housing Development Authority on behalf of the State of Michigan, published its first Analysis of Impediments to Fair Housing Choice (AI) in 1998. Data and conclusions presented in the original AI are outdated, however there may be benefit to having this document and it is available upon request from the contact person for this RFP.

A. Fair Housing

Fair housing protections are guaranteed through federal, state and local statutes, regulations, executive orders, ordinances and guidelines. The most common of these, the Fair Housing Act (Title VIII of the Civil Rights Act of 1968) and the Fair Housing Amendments Act of 1988, prohibits discrimination against certain classes of persons based on race, color, religion, sex, national origin, disability and familial status. The Fair Housing Act applies to housing regardless of whether or not it is developed or otherwise assisted with federal funds.

B. HUD requirements for federal funds

As a condition of receiving CDBG and other HUD formula-based funding, the State must submit a Consolidated Plan that analyzes housing market conditions, assesses the housing needs of its lower income families and other groups within the eligible population, describes a strategy for addressing the identified needs, and articulates an action plan for investing federal affordable housing dollars. The Consolidated Plan's certification requirement to affirmatively further fair housing requires States and Entitlement jurisdictions to undertake Fair Housing Planning (FHP). The Consolidated Plan also requires citizen participation in its analysis of housing conditions. Therefore, States and Entitlement jurisdictions are asked to seek the input and cooperation of other state and local governmental agencies, and community and business organizations.

The three components of Fair Housing Planning are:

- 1. The Analysis of Impediments to Fair Housing Choice,
- 2. Actions to overcome the effects of identified impediments that include milestones, timetables, and measurable results, and
- 3. Maintaining records to support the Affirmatively Furthering Fair Housing (AFFH) certification. Supporting documentation includes the AI and documentation of actions undertaken to eliminate impediments, and also includes transcripts of public hearings and citizen comments/input and progress reports (which should be kept for public review).





States have a dual responsibility that includes undertaking FHP at the State level and ensuring that Non-entitled communities comply with their AFFH certification.

The Analysis of Impediments is a review of impediments to fair housing choice in the public and private sector and involves the following:

- a. A comprehensive review of a State or Non-entitled community's laws, regulations, and administrative policies, procedures, and practices;
- b. An assessment of how these laws, etc. affect the location, availability, and accessibility of housing;
- c. An evaluation of conditions, both public and private, affecting fair housing choice for all protected classes;
- d. An assessment of the availability of affordable, accessible housing in a range of unit sizes.
- e. An analysis of whether or not the State or Non-entitled community has sufficient, accurate, and current information and data to understand and document all of its fair housing impediments.

Analysis of Impediments addresses the question: "Do all residents and potential residents of this community have equal access to housing regardless of their race, color, religion, sex, national origin, disability, or familial status? If not, why not?"

HUD defines "impediments to fair housing choice" to include specific actions as well as the lack of action(s):

- Any actions, omissions, or decisions taken because of race, color, religion, sex, disability, familial status, or national origin which restrict housing choices or the availability of housing choices; and
- Any actions, omissions, or decisions which have the *effect* of restricting housing choices or the
 availability of housing choices on the basis of race, color, religion, sex, disability, familial
 status, or national origin.

C. Resources

Additional information may be obtained from the following publications:

- 1. Fair Housing Planning Guide, http://www.hud.gov/offices/fheo/images/fhpg.pdf
- 2. Fair Housing for HOME Participants, a model guide, http://www.hud.gov/offices/cpd/affordablehousing/library/modelguides/200510.pdf.
- 3. February 9, 2007, CPD Memorandum regarding Affirmatively Furthering Fair Housing in the Community Development Block Grant Program, http://www.hud.gov/offices/fheo/promotingfh/fairhousing-cdbg.pdf

The Authority seeks these services to address HUD's requirement for CDBG funding to affirmatively further fair housing through the three components of Fair Housing Planning. The service will assist MSHDA and Michigan's Non-entitlement communities to identify impediments to fair housing and take actions to ameliorate the effects of the identified impediments.

II. OBJECTIVES, TASKS & ACTIVITIES, AND DEADLINES

A. Objectives.

To successfully perform the services described in Section I above, the contractor ("Contractor") must consider the following objectives in the development of an Update to the original Analysis of Impediments to Fair Housing:

- 1. Implementation of a Fair Housing Plan by MSHDA based on an analysis of current impediments to fair housing choice that is supported by most recent and relevant data and information, which may or may not have been included in the original analysis.
- 2. Compliance with HUD's Consolidated Planning requirements for affirmatively furthering fair housing.
- 3. Consistency with HUD's guidance in the CPD Memo dated February 9, 2007, the <u>Fair Housing Planning Guide, V. 1.</u> with consideration for the guidance contained in the <u>Fair Housing for HOME Participants</u> model program guide, "Affirmatively Furthering Fair Housing."
- 4. Analysis to include the Michigan's Non-Entitlement Communities listed in Section III below.
- 5. An inclusive process to ensure the perspectives of the public sector, affected industry professionals, and members of each protected class are considered during the development of the Al.
- 6. Identification of <u>current</u> impediments to fair housing choice within the communities identified in 4 above.
- 7. Specific actions that can be taken by either/both state and local municipalities to overcome the effects of any fair housing impediments identified in 6 above.
- 8. Identification of effective record-keeping methods to document actions taken by either/both the state and local municipalities to overcome the effect of any fair housing impediments identified in 6 above.
- 9. Comprehensive review of state and local laws, regulations and administrative policies, procedures and practices and an assessment of how these laws, regulations, policies, procedures and practices affect the location, availability and accessibility of housing in the Non-entitled areas of the state.
- 10. An assessment of the conditions, both private and public, affecting fair housing choice for all protected classes.
- 11. An assessment of the availability of affordable, accessible housing in a range of unit sizes.
- 12. Determination of whether the state and/or the covered areas have sufficient, accurate, and current information and data to understand and document all of its fair housing impediments.

B. <u>Activities/Responsibilities Necessary to Complete Scope of Work.</u>

To achieve the objectives, activities to be performed include, but are not limited to:

1. Identification of the best method(s) to collect needed data.

- Consultation with state and local public and private agencies including those that provide assisted
 housing, health and social services, fair housing centers, planning agencies, public housing
 authorities, agencies receiving HOPWA funds within the eligible areas and any other agencies,
 institutions or corporations having relevant input for inclusion in the update.
- 3. Collection of current and relevant statistical and informational data and the representation thereof in charts and narrative as the basis of the 2008 Update to the Analysis of Impediments to Fair Housing Choice in Michigan's Non-entitlement Communities.
- 4. Citizen participation activities such as publishing information; coordinating meetings, focus groups and hearings; summarizing and responding to public comment.
- Organization and consolidation of all elements of impairments to fair housing into a thorough and comprehensive document that meets HUD's proposed guidelines in the Fair Housing Planning Guide and Model Program Guide.
- 6. Preparation of draft summary of Update to Analysis of Impediments to Fair Housing Choice in Non-entitled Communities in Michigan incorporating all preparations, communications and actions taken, including, but not limited to methodology, priorities, assumptions, transcriptions of meetings and hearings, copies of all communication, announcements and correspondence.
- 7. Recommendation of potential actions to be taken by the state and local municipalities to address the identified impediments.
- 8. Preparation of the final 2008 Update to Analysis of Impediments to Fair Housing Choice in Non-entitled Communities.

C. <u>Deadlines for Completing Objectives.</u>

Activity	Date
RFP Released	October 8, 2007
Written questions to MSHDA contact	November 1, 2007
E-mail response to written questions	November 12, 2007
RFP Submission Deadline	December 10, 2007
Evaluation of Proposals Completed	December 31, 2007
Notice of Intent to Award via email and Authority's website Notification of Proposed Award and Denial(s) via US Postal Service	January 7, 2008
Anticipated Contract Start Date and Completion Date	March 1, 2008 – September 31, 2008

ANY SELECTED PROPOSAL IS SUBJECT TO ALL OF THE FOLLOWING:

- (1) PROCESSING OF REQUIRED FORMS BY CIVIL SERVICE, AND
- (2) APPROVAL OF A CONTRACT BY THE AUTHORITY'S BOARD, AND
- (3) EXECUTION OF A CONTRACT BY AN AUTHORIZED AUTHORITY SIGNATORY.

ANY SELECTED PROPOSAL BY THE AUTHORITY MAY BE CANCELED PRIOR TO THE COMPLETE EXECUTION OF A CONTRACT.

III. SCOPE OF SERVICE AREA

Michigan's Non-Entitled Communities

Michigan's non-entitled communities are eligible applicants for State CDBG funds. The ineligible applicants apply directly to HUD for their CDBG funds and each is required to undertake its own Analysis of Impediments to Fair Housing. The State's Update to Analysis of Fair Housing should exclude the ineligible applicant communities listed below.

Eligible Applicants

Small cities, townships, and villages of less than 50,000 in population, and non-urban counties generally are eligible to apply for grants under the Michigan CDBG Program. There are over 1,600 eligible general purpose local governments and these governments are referred to as non-entitlement jurisdictions.

Ineligible Applicants

Communities to be excluded from MSHDA's Update to Analysis of Fair Housing.

The following counties and their respective units of local governments are <u>not eligible</u> for State CDBG funds except as noted:

Genesee County (The Cities of Flushing and Linden are the two communities in Genesee County eligible to apply for Michigan CDBG funds)

Kent County (Cedar Springs is the one community within Kent County eligible to apply for Michigan CDBG funds)

Macomb County

Oakland County

Wayne County

Washtenaw County and the following units of government within the county are not eligible for Michigan CDBG funds:

Ann Arbor City Pittsfield Township York Township Ann Arbor Township Scio Township Ypsilanti City Bridgewater Township Salem Township Ypsilanti Township Northfield Township Superior Township

CONTR	RACT	NO.	

MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY

AGREEMENT FOR PROFESSIONAL SERVICES

^ [Contractor Name]

For

^ [Organization Name]

THIS AGREEMENT, made and entered into as of the ^ day of ^ 200_, by and between the MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY, a public body corporate and politic, Lansing, Michigan (hereinafter referred to as the "Authority") and ^ [Contractor Name] (hereinafter referred to as the "Contractor").

WITNESSETH THAT:

The Authority and the Contractor do mutually agree as follows:

- That the Contractor shall, in a satisfactory and proper manner as determined by the Authority (provide description of services. Use Attachment if description of services are very detailed and lengthy).
- This Agreement shall cover work performed by the Contractor during the period of time ending [date].

- 3. Contract. Price and Payment.
 - a. The total amount to be paid by the Authority to the Contractor under this Agreement shall not exceed [spell out amount] (\$).
 - b. Payment for work performed will be made upon presentation of invoices submitted not more frequently than monthly. Invoices should be submitted to Carolyn Cunningham, Office of Community Development, of the Authority and should include the following:
 - (1) Authority's contract number as shown above.
 - (2) Specific service performed and development name and number, if applicable.
 - (3) Amount paid to date on this contract.
 - (4) Number and amount of this invoice.

Final payment shall be made upon the satisfactory completion and submission of all required work and documents.

- 4. The Contractor shall maintain such personnel records as are deemed necessary by the Authority to assure a proper account for all engagement costs. These records will be made available for audit purposes to the Authority and the Auditor General of the State of Michigan, or any authorized representative, and will be retained for three years after the expiration of the Agreement unless permission to destroy them is granted by both the Authority and the State of Michigan.
- Nondiscrimination. In accordance with Acts No. 220 and 453 of the Public Acts of 1976, as amended, the Contractor hereby agrees in connection with the performance of services under this Agreement not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, privileges of employment, or a matter directly

or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, marital status or handicap. Breach of this covenant may be regarded as a material breach of this Agreement.

- In the event the Contractor fails to perform services required under this Agreement or performs services hereunder in an improper manner, the parties hereto agree that the damage that the Authority will sustain as a result thereof will be substantial but will be difficult, if not impossible, to ascertain, and therefore, the parties hereto agree that in the event of the Contractor's failure to perform services required hereunder or the Contractor's performance of services in an improper manner, the Authority shall be entitled to a credit against the Contractor's current unpaid billings for amount previously paid to the Contractor after the Contractor's non-performance of improper performance. For the purposes of the foregoing, the parties hereto agree that the Authority shall have sole discretion in determining the adequacy of the Contractor's performance and the amount of credit to be taken. The damages for the Contractor's inadequate or improper performance, as provided herein, shall not be exclusive but shall be in addition to any other damages which the Authority may be entitled to for the Contractor's default under this Agreement.
- 7. The Contractor hereby represents that the personnel it will assign to perform the services under this contract shall possess the requisite education, competence and experience to perform such services. The Contractor further acknowledges and agrees that such personnel may be subject to the evaluation and approval of the Authority, who shall retain the right to determine the sufficiency of the education, competence and experience of the personnel assigned to perform the services identified in this contract.
- 8. Employees of Contractors. The Contractor shall provide to the Authority in writing the names of all employees who will provide or perform the services for the benefit of the Third

Party Beneficiary. The Contractor shall confirm with the Authority in writing the names of employees who:

- 1. render services to the Authority; and
- are currently, or at any time during the term of the Agreement, receive pension payments through the State of Michigan's Office of Retirement Services.
- 9. Conflicts of Interest. Prior to the execution of this Agreement, the Contractor acknowledges and confirms that it has delivered to the Authority a written list of all interests of the Contractor, or it officers and employees, which may create conflicts between the interests of those entities or parties and the interests of the Authority. The Contractor acknowledges that its employees, members, shareholders, agents, or independent contractors prior to or during the term of this Agreement are not employees of the State of Michigan or its units. Should a conflict of interest arise during the term of this Agreement, the Contractor shall contact the Authority's Director of Legal Affairs immediately and describe in detail the conflict of interest.
- 10. Participation in Other Authority Programs. With the exception of providing services to the Authority as described in this Agreement, neither the Contractor nor the Contractor's employees, agents, officers, directors, shareholders or members will not participate in Authority housing program or do business with the Authority under any program in which the Authority has a direct or indirect relationship without securing approval from the Authority's Director of Legal Affairs.
- 11. **Independence of Contractors.** The Authority shall retain the Contractor as an independent contractor, and the Contractor hereby accepts such independent contractor relationship, upon the terms and conditions set forth in this Agreement. Nothing in this Agreement shall

be construed to create the relationship of employer and employee between the Authority and the Contractor or any of its employees or agents. The Contractor, its employees and Contractors, shall be deemed at all times and for all purposes to be independent contractors. The Contractor acknowledges and agrees that all payments by the Authority to the Contractor shall be made without deduction for federal, state or local income taxes, social security taxes and similar items, and that the Contractor shall be solely responsible to report income under this Agreement to the Internal Revenue Service and other appropriate taxing authorities and to pay such taxes (including, without limitation, being solely responsible to make periodic estimated payments of such taxes in accordance with applicable law). The Contractor further acknowledges and agrees that all payments under this Agreement to the Contractor by the Authority shall be reported to the Internal Revenue Service and other appropriate taxing authorities on Form 1099 (or equivalent or replacement forms). Finally, the Authority acknowledges that the manner and means of producing the services described in this Agreement are under the control and at the discretion of the Contractor.

- 12. **Disclosure of Information.** Neither the Contractor nor its agents or contractors, shall disclose information or documents created or maintained in connection with this agreement to anyone, without the prior consent of the Authority. Neither the Contractor nor its agents or contractors, shall use information or documents created or maintained in connection with this agreement to further any private interest, other than as contemplated by this Agreement, without the prior consent of the Authority.
- 13. This Agreement may be terminated with notice at any time by the Executive Director. However, the Contractor shall be compensated hereunder for services satisfactorily performed prior to the date of termination.

IN WITNESS WHEREOF the Authority and the Contractor have executed this Agreement as of the date first above written.

MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY

Date:	Ву:
	^
Date:	By:
	^, CONTRACTOR
Date:	Ву:
	^
Date:	Ву:

JENNIFER M. GRANHOLM MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY LANSING

MICHAEL R. DEVOS

EXHIBIT C

PROPOSAL INSTRUCTIONS AND SELECTION CRITERIA

I. PROPOSAL DELIVERY/SUBMISSION

- A. <u>Due Date</u>. The due date for the Authority's receipt of the proposals responding to this Request for Proposal ("RFP") is **December 10, 2007 at 4:00 p.m.**
- B. <u>Originals and Copies</u>. Submit one (1) original and three (3) copies of a proposal to provide the services described in Scope of Work (Exhibit B).
- C. Delivery of Proposal. Addresses for the delivery of proposals are as follows:

DELIVERY VIA HAND DELIVERY OR COMMERCIAL OVERNIGHT SERVICE

Carolyn Cunningham Michigan State Housing Development Authority 735 E. Michigan Avenue Lansing, MI 48912

DELIVERY VIA U.S. POSTAL SERVICE

Carolyn Cunningham Michigan State Housing Development Authority 735 E. Michigan Avenue P.O. Box 30044 Lansing, MI 48909

DELIVERY VIA E-MAIL

nobachk1@michigan.gov

D. <u>Selection of Proposal</u>. It is anticipated that the MSHDA review will take three (3) weeks after the closing date for submitting proposals. The selected proposal will be announced <u>January 7, 2008</u> via e-mail and posting on the Authority's website.





II. PROPOSAL FORMAT

A. <u>Overview</u>. Proposals must be submitted in the format described in Section B (Format of Proposal) below. There should be no attachments, enclosures or exhibits other than those considered by the prospective contractor ("Prospective Contractor") to be essential to a complete understanding of the proposal. Each section must be clearly identified with appropriate headings.

The proposal should be clear, accurate, and complete, with sufficient detail to enable the Authority to evaluate the services and methods proposed. Brevity is appreciated.

B. Format of Proposal

- 1. BUSINESS ORGANIZATION: Answer/Address the following:
 - a. Full name and address of Firm:
 - b. Branch office if applicable:
 - c. Type of entity (e.g., Michigan corporation, Michigan nonprofit corporation, Michigan limited liability company):
 - d. If entity is foreign (i.e., non-Michigan), is it licensed to do business in Michigan?
 - e. Submit Certificates of Status dated within 30 days if firm is a Michigan entity. (Certificate to proposal.)
 - f. Submit Certificate Authorizing Firm to Do Business in Michigan dated within 30 days if firm is a not a Michigan entity.
 - g. Submit Tax Identification Number for Firm.
- 2. MANAGEMENT & PERSONNEL: Answer/Address the following:
 - a. Officer and Management Summary. Identify officers and managers by name and position. Identify mangers and/or officers who will manage the contract if it is awarded. (Resumes or Curriculum Vitaes of managers or officers may be provided.)
 - b. <u>Bidder's Authorized Contact</u>. Include the name, email address and telephone number of person(s) in your organization authorized to expedite any proposed contract with MSHDA. An official authorized to commit the bidder to the terms and conditions of the proposal must sign the proposal. The Provider must clearly identify the full title and authorization of the designated official and provide a statement of bid commitment with the accompanying signature of the official.

3. EXPERIENCE:

a. <u>Prior Experience of Firm</u>. Indicate prior experience of your firm that you consider relevant to the successful accomplishment of the project described in this RFP. Include sufficient detail to demonstrate the relevance of such experience. Include descriptions of qualifying experience, including project descriptions, costs, and starting and ending dates of projects successfully completed. Also include name, address, and telephone number of the responsible official of the client organization who may be contacted.

- b. Experience of Proposed Personnel Assigned to Provide Services. Describe the education and experience of personnel who will likely be assigned to provide the proposed services, including managers who may oversee work of personnel. (Provide resumes or curriculum vitaes of assigned personnel as attachments/enclosures.)
- c. <u>Additional Information and Comments</u>. Include any other information that is believed to be pertinent but not specifically asked for elsewhere.

4. PROPOSED SERVICES

- a. <u>How Service Will be Rendered</u>. Describe how the services will be rendered. Address and describe the process used to render the services.
- b. Use of Subcontractors. If any work will be subcontracted, describe the following:
 - (1) Work that will be subcontracted;
 - (2) The process used to select the subcontractors;
 - (3) The contractor's experience and expertise; and
 - (4) The names of the firms/individuals (s) who will perform the subcontracted work.
- c. Standards. Describe or address the following:
 - (1) How quality of service will be monitored and ensured.
 - (2) Whether "best practices" will be followed. (If applicable, identify, the organization and/or document that establishes such standards.)
- d. <u>Security of Data</u>. If the services to be rendered require the collection and/or use of confidential and/or personal data, confirm the following:
 - (1) Has your firm established and used a policy to address the security of paper and electronic data. (Please do not submit a copy of your security policy.)
 - (2) Does your policy address the removal of confidential and/or personal data form storage media? (For example, does your firm's policy include the removal or "wiping" of data from hard drives when a computer is no longer used?)
- e. <u>Copyrighted Materials</u>. If the services require the production of a written product for the Authority, please confirm the following:
 - (1) Any and all products produced as a result of this contract shall be the property of the Authority.
 - (2) Your acknowledgment that submitted documents will not contain in part or whole copyrighted materials.

5. PRICE PROPOSAL AND BUDGET

- a. <u>Price Proposal</u>. All rates quoted in proposals submitted in response to this RFP will be firm for the duration of the contract. No price changes will be permitted.
- b. <u>Budget</u>. Include in the proposal a line item budget that identifies all expenses related to the work to be performed. By submitting the bid, the provider acknowledges that it bears the risk that its expenses may exceed the proposed amount. The budget should include applicable items, which may include the following:

- Staff costs (# of hours/per hour rate/etc.)
- Costs of supplies and materials
- · Other direct costs
- General and administrative burden or overhead
- Transportation costs
- Total budget

6. SCHEDULE/TIMELINE

<u>Schedule</u>. Using the schedule for delivery of services set forth in the Scope of Work, cite the proposed deadlines for completing the tasks within Scope—see the table below:

Activity	Date
RFP Released	October 8, 2007
Written questions to MSHDA contact	November 1, 2007
E-mail response to written questions	November 12, 2007
RFP Submission Deadline	December 10, 2007
Evaluation of Proposals Completed	December 31, 2007
Notice of Intent to Award via email at Authority's website Notification of Proposed Award and Denial(s) via US Postal Service	January 7, 2008
Anticipated Contract Start Date and Completion Date	March 1, 2008 – September 31, 2008

7. SIGNATURE CLAUSE TO BE SIGNED BY AUTHORIZED SIGNATORY OF FIRM

<u>Signature Clause</u>. Insert the following signature clause at the end of the proposal and have an authorized signatory for the firm sign it.

I confirm that I have submitted this proposal on behalf of *INSERT NAME OF FIRM* in response to the Michigan State Housing Development Authority's Request for Proposals for *INSERT SERVICE SOUGHT BY AUTHORITY*.

Зу:	 	
ts:	 	
Date:		

III. SELECTION OF PROPOSAL

A. <u>Selection Criteria</u>. The Authority's Office of Community Development will select the proposal based on Selection Criteria listed below:

Criteria	Points
Experience and education or certification	20
Methodology and consultative approach of data collection	20
Comprehensiveness, clarity of proposal	20
Adequacy of staff necessary to perform services	20
Reasonableness and Feasibility of Fee	20
PENALTY FOR FAILURE TO FOLLOW INSTRUCTIONS	-10
Total Possible Points	100

- B. <u>Expected Deadline for Selecting Proposal</u>. The Authority expects to confirm selection of the proposal by e-mail and/or First Class Mail by January 7, 2008.
- C. <u>Cancellation of Selected Proposal</u>. The selection of a proposal by the Authority may be cancelled at any time prior to the complete execution of a contract. Reasons for canceling the selected proposal may include, but are not limited to, the following:
 - 1. Refusal of Department of Civil Service to process required forms; and/or
 - 2. Refusal of duly authorized Authority signatory to execute the contract.

If the Authority cancels its selection of a proposal, the Authority may repost this or a similar RFP and re-seek proposals.